

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ALEXANDER FABRICS, LLLP,

Plaintiff,

v.

ROKA APPAREL PRODUCTS, LLC

Defendant.

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C.A. No. 1:07-cv-00174 GMS

**DEFENDANT ROKA APPAREL PRODUCTS, LLC'S MEMORANDUM
OF LAW IN SUPPORT OF MOTION TO STAY**

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-and-

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Attorneys for Defendant,
RoKa Apparel Products, LLC

Date: August 2, 2007

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I. INTRODUCTION

Defendant Roka Apparel Products, LLC (“Roka”) requests that this Court stay the instant proceedings in Delaware, because there is a related lawsuit pending in the Circuit Court, Fourth Judicial Circuit in and for Duval County, Florida where the parties can obtain complete relief, and the only tenuous link Delaware has to this controversy is that Roka was formed in Delaware.¹ Indeed, as discussed below, the purchase orders at issue provided that the goods and bills were to be sent to Roka in Jacksonville, Florida, the invoices at issue were directed to Roka at its office in Jacksonville, Florida, the goods were shipped to Jacksonville, Florida, and Roka’s principal place of business is located in Jacksonville, Florida. As such, the interests of justice, judicial efficiency, and judicial economy would be best served by staying this case, which will be decided under Florida substantive law, pending the outcome of the related litigation in the Circuit Court in Duval County, Florida.

II. FACTS

A. The Delaware Federal Court Action.

On March 26, 2007, plaintiff Alexander Fabrics, LLLP (“Alexander”) initiated this collection action by filing a Complaint with this Court. (D.I. 1). On June 1, 2007, Alexander filed a First Amended Complaint attempting to correct the deficiencies related to establishing

¹ Alexander Fabric’s, LLP failed to allege in its First Amended Complaint the factual predicates necessary to show the existence of diversity jurisdiction under 28 U.S.C. § 1332. Although Roka filed an Answer and Affirmative Defenses to the First Amended Complaint on July 13, 2007, followed by an Amended Answer, Affirmative Defenses and Counterclaim on July 20, 2007, Roka preserved and renewed its challenge to subject matter jurisdiction by asserting it as an affirmative defense therein. Once again, Alexander has failed to carry its pleading burden with respect to alleging the citizenship of each of the members of Roka, an LLC, and the two LLC’s which are alleged to be the sole partners of Alexander. Unless and until it is alleged that each of these members of Alexander are individuals, corporations, partnerships, limited liability companies or otherwise, and the citizenship of each for diversity purposes is likewise alleged, Alexander has failed to meet its pleading burden. Without such information, Alexander has not established facts from which this Court can discern whether there exists complete diversity of citizenship. Accordingly, Roka expressly reserves its right to have this action dismissed for lack of subject matter jurisdiction.

subject matter jurisdiction in its initial Complaint. In its First Amended Complaint, Alexander seeks to recover \$152,238.55 for goods it allegedly shipped to Roka as demonstrated by the invoices attached to the First Amended Complaint as Exhibit A. (D.I. 10). Each invoice attached to the First Amended Complaint bears both a “sold to” and “ship to” Jacksonville, Florida address. See D.I. 10 at Ex. A. Moreover, Alexander alleges that its principal place of business is in Burlington, North Carolina, see D.I. at ¶ 2, and that Roka’s is in Jacksonville, Florida. See D.I. at ¶ 4. Apart from Roka being formed under Delaware law, there is no allegation in the First Amended Complaint tying Delaware to the claims, and, in fact, the claims are governed by Florida law.

B. The Florida State Court Action.

On April 30, 2007, Roka initiated a lawsuit against Alexander in the Circuit Court, Fourth Judicial Circuit in and for Duval County, Florida, Case No.16-2007-CA-000151 (the “Florida Action”), in which Roka seeks to recover damages from Alexander for its failure to provide fabrics in conformance with contracts entered into with Roka in Florida. As alleged by Roka, Alexander’s misconduct in shipping and tendering delivery of nonconforming goods to Roka in Florida resulted in the alleged non-payment of the invoices at issue in the instant litigation, each of which was issued by Alexander to Roka at its Jacksonville, Florida office. Roka is seeking damages in the Florida Action in excess of those sought by Alexander in the instant action.

Alexander filed a motion to dismiss the Florida Action, primarily on the basis that the Florida Court lacked personal jurisdiction over Alexander. On June 28, 2007 Roka filed the affidavit of its managing member, Larry L. Stone, in support of the Florida Court’s exercise of personal jurisdiction over Alexander. A copy of Roka’s affidavit is attached here as Exhibit A.

On July 16, 2007 Roka filed a First Amended Complaint and Demand for Jury Trial in the Florida Action, a copy of which is attached as Exhibit B. Alexander has not yet responded to Roka's First Amended Complaint; however, Roka has noticed the deposition of A. Christopher Perry, a representative of Alexander, for August 16, 2007 for purposes of confirming the existence of personal jurisdiction over Alexander.

Like Alexander's claims, the claims asserted by Roka in the Florida Action are governed by Florida law. Indeed, the underlying Purchase Orders were issued by Roka to Alexander from Roka's Jacksonville, Florida office, and provided that the shipping terms for the fabric furnished by Alexander to Roka that is the subject of this action were **"Ship Via: FOB JACKSONVILLE, FL U.S."** See Exhibit B at Ex. A. The Purchase Orders also provided that the goods were to be "billed to" Roka at its Jacksonville, Florida office and further required that Alexander was to send its invoices to Roka at the same location: **"9487 Regency Square Blvd, N., Jacksonville, FL 32225."** See Exhibit B at Ex. A.

C. Roka's Counterclaim

On July 20, 2007, Roka filed an Amended Answer, Affirmative Defenses and Counterclaim with this Court. (D.I. 21). The Counterclaim is identical to the claim being asserted by Roka in the Florida Action and, like all the other claims, is governed by Florida law.

III. ARGUMENT

The instant lawsuit should be stayed pending the outcome of the Florida Action.

The circumstances of this case warrant a stay based upon considerations of "wise judicial administration, giving regard to conservation of judicial resources and comprehensive disposition of litigation." Colorado River Water Conservation District v. U.S., 424 U.S. 800, 817 (1976). "[F]ederal district courts have the inherent discretionary power to stay proceedings

pending the disposition of parallel proceedings in a second court.” U.S. v. Cargill, Inc., 508 F. Supp. 734, 747 (D. Del. 1981). The factors relevant to this inquiry are generally the same as those factors considered in deciding a motion for transfer, but also include such things as the ability to avoid piecemeal litigation, whether federal law provides the rule of decision on the merits, the adequacy of state court proceedings to protect the plaintiff’s rights, the identity of issues in the two actions, the existence of federal policies militating for or against a stay, and any countervailing federal interests. Moore v. Little Giant Industries, Inc., 513 F. Supp. 1043, 1051 (D. Del. 1981); Sea Colony, Inc. v. Alcan Aluminum Corp., 653 F. Supp. 1323, 1326-27 (D. Del. 1987).

As Alexander alleged in its Complaint and in its First Amended Complaint, Roka is a limited liability company with a principal place of business in Florida. See D.I. 10 at ¶ 4. Specifically, Roka was at all relevant times, headquartered in Jacksonville, Duval County, Florida. Each of the invoices Alexander attached to its Complaint and First Amended Complaint was directed to Roka at its office in Jacksonville, Florida and each of Alexander’s invoices bears both a “sold to” and “ship to” Jacksonville, Florida address. See D.I. 10 at Exhibit A. Likewise, each of the purchase orders which form the basis for Roka’s state law claims against Alexander in the Florida Action and Counterclaim confirm the shipping instructions and state that the goods are to be shipped from Alexander to Roka “Ship Via: FOB JACKSONVILLE, FL U.S.” See Exhibit B at Ex. A. This means that Alexander, as seller of the fabric, was required to, and did tender delivery of the fabric to Roka in Jacksonville, Florida. (See § 672.319 (1)(b), Fla. Stat. (2007)(“When the term is ‘F.O.B. the place of destination,’ the seller must at her or his own expense and risk transport the goods to that place and *there tender delivery of them* in the manner provided in this chapter...”.) (emphasis added). Delaware law is the same. See 6 Del. C. § 2-

319 (1)(b)) (2007). The Purchase Orders also provided that the goods were to be “billed to” Roka at its Jacksonville, Florida office and further required that Alexander was to send its invoices to ROKA at the same location: “9487 Regency Square Blvd, N., Jacksonville, FL 32225.” See Exhibit B at Ex. A.

Therefore, this lawsuit could have been brought against Roka in Florida the United States District Court for the Middle District of Florida under 28 U.S.C. § 1391(a), as Roka resides in that district, Roka’s representatives are located in that district, and the transactions at issue were consummated in that district.

Additionally, a stay of the instant lawsuit pending the outcome of the Florida Action is appropriate for the same reasons that would have supported a request to transfer venue pursuant to 28 U.S.C. § 1404(a),² had Roka sued Alexander in the Middle District of Florida rather than the Circuit Court in Duval County, Florida. The Third Circuit has set forth the following six (6) private interests to be considered when deciding whether to transfer venue: (i) plaintiff’s forum preference as evidenced by its original choice; (ii) the defendant’s preference; (iii) whether the claim arose elsewhere; (iv) the convenience of the parties as indicated by their relative physical and financial condition; (v) the convenience of the witnesses, but only to the extent that the witnesses may actually be unavailable for trial in one of the fora; and (vi) the location of books and records, but only to the extent that the files could not be produced in the alternative forum. Jumara v. State Farm Ins. Co., 55 F.3d 873, 879-80 (3rd Cir. 1995).

Although Alexander chose the District of Delaware as the forum in which to bring this action, the other five (5) private interests enunciated by the Third Circuit heavily outweigh that choice in this case. Alexander has its principal place of business in North Carolina, so the

² Pursuant to 28 U.S.C. § 1404(a), “[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought.”

requested stay in favor of the Florida Action would not impose on Alexander travel burdens or expenses that Alexander would not have otherwise incurred by litigating this case in Delaware. In fact, because Alexander will be required to litigate related issues in Florida anyway due to the Florida Action, the requested stay would reduce the travel burdens and expenses on Alexander (and its current and former employees who will be called as witnesses) by limiting the number of distant venues in which Alexander must litigate.

In addition, none of the transactions and other events giving rise to this lawsuit or to the lawsuit pending in Florida, occurred in Delaware and they will not be decided under Delaware law. Alexander and Roka were present in North Carolina and Florida, respectively, when they negotiated and consummated the contracts at issue, and delivery of the non-conforming fabrics for which Roka allegedly failed to pay Alexander were shipped to Roka at its Jacksonville, Florida location and delivery tendered to Roka “FOB JACKSONVILLE, FL U.S.”³

Therefore, Alexander’s purported claims likely arose in Florida and certainly are not governed by federal law or Delaware law. Furthermore, because Roka’s headquarters were at all relevant times located in Florida, litigating this matter in the Florida Action would be more convenient and less expensive not only to Alexander but also to Roka and its current and former representatives, some of whom are likely to be called as witnesses in this matter. Finally, if Alexander’s books and records are sufficiently portable to be transported from Alexander’s home base in North Carolina to the District of Delaware, there is no practical reason why those records cannot be re-routed to Florida.

The Third Circuit has also established the following six (6) public interests to be weighed when deciding a motion to transfer venue: (i) the enforceability of the judgment; (ii) practical

³ See invoices attached to Alexander’s First Amended Complaint at Exhibit A (D.I. 10) and Purchase Orders attached to Roka’s Amended Answer as Exhibit A. (D.I. 21).

considerations that could make the trial easy, expeditious, or inexpensive; (iii) the relative administrative difficulty in the two fora resulting from court congestion; (iv) the local interest in deciding local controversies at home; (v) the public policies of the fora; and (vi) the familiarity of the trial judge with the applicable state law in diversity cases. Jumara, 55 F.3d at 879-80. A defendant's burden to justify transfer of venue is less difficult where, as is the case here with Alexander, the plaintiff has chosen not to litigate on its "home turf." See Reliance Ins. Co. v. Paschen Contractors, Inc., 1990 WL 5196, at *2 (D. Del. Jan. 25, 1990); see also Magee v. Essex-Tec. Corp., 704 F. Supp. 543 (D. Del. 1988); Mayer v. Development Corp. of America, 396 F. Supp. 917, 932 n.26 (D. Del. 1975).

The public interests implicated in the Third Circuit's transfer analysis also weigh in favor of a stay in this case. Because the Florida Action involves the same parties, goods, contracts, and core legal issues, judicial efficiency in the ease, speed, and expense of trial favors the requested stay, as does the judiciary's desire to conserve resources and avoid duplication. See Cashedge, Inc. v. Yodlee, Inc., 2006 WL 2038504, at *2 (D. Del. July 19, 2006); see also Government Employees Ins. Co. v. Rando, 2007 WL 896254, at *3 (D. Del. March 22, 2007) (declining to exercise jurisdiction over defendant, even if plaintiff alleged sufficient facts to establish personal jurisdiction over defendant, because defendant's contacts with Delaware were so insignificant and litigation in other forum would be more convenient). In addition, unlike this Court, the Circuit Court in Duval County, Florida has a local interest in deciding this controversy since it involves a Florida resident (*i.e.*, Roka), the delivery of alleged non-conforming good to Florida, and the only claims asserted by Alexander in the Delaware action involve the application of Florida state law. Moreover, the court in the Florida Action unquestionably is

capable of granting the relief requested by Alexander in the instant action, which is, at heart, a straightforward collection case.


Considering the public and private interests implicated in this matter, the parallel litigation pending in Florida, and the fact that the only tenuous link Delaware has to this dispute is that Roka was formed in Delaware, the interests of justice, judicial efficiency, and judicial economy would be best served by staying this case while the Florida Action proceeds. Finally, there exists a significant risk that piecemeal litigation will allow inconsistent results to occur if the instant lawsuit is permitted to go forward simultaneously with the Florida Action. Thus, adequate justification exists for staying the instant lawsuit pending the outcome of the Florida Action. See Cornerstone Technologies, LLC v. Conrad, 2003 WL 1787959, at *14 (Del. Ch. Ct. March 31, 2003) (staying action commenced in Delaware in favor of case filed in Pennsylvania based on court's inherent power to control its docket).

IV. CONCLUSION

For the foregoing reasons, defendant Roka respectfully requests that this Court stay the instant action pending the outcome of the Florida Action.

Dated: August 2, 2007

Respectfully submitted,

By: 
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1200 N. Broom Street
Wilmington, Delaware 19806
Tel. No. (302) 655-4200

- and -

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Tel. No. (904) 285-8100

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

ROKA APPAREL PRODUCTS, LLC,
a Delaware limited liability
company,

Plaintiff,

vs.

ALEXANDER FABRICS, LLLP,
a North Carolina limited liability
limited partnership,

Defendant.

CASE NO: 16-2007-CA000151XXX
DIVISION: CV-E

**AFFIDAVIT OF LARRY L. STONE IN SUPPORT OF THIS COURT'S
EXERCISE OF PERSONAL JURISDICTION OVER DEFENDANT**

REPUBLIC OF HONDURAS)

ss:

COUNTY OF CORTEZ)

Before me, the undersigned authority, personally appeared LARRY L. STONE, who, being first duly sworn, deposes and says:

1. I am of legal age and competent to make this affidavit. Unless otherwise stated, the contents of my affidavit are made on personal knowledge.
2. In my capacity as the Managing Member of Roka Apparel Products, LLC, the plaintiff in the above-captioned action ("Roka"), I am familiar with the transactions with the defendant Alexander Fabrics, LLLP ("Alexander") that are the subject of this case.
3. I file this affidavit in support of this Court's exercise of personal jurisdiction over Alexander in connection with the Complaint Roka filed in this Court for breach of contract, and breach of express and implied warranties concerning goods ordered by, delivered to, and paid for from Roka's Jacksonville, Florida location at 9487 Regency

Square Blvd., N., Jacksonville, Florida. I also file this affidavit in opposition to Alexander's Motion to Dismiss Roka's action, which is premised primarily on the asserted basis that this Court lacks authority to exercise personal jurisdiction over Alexander. In particular, I will present facts to demonstrate the inaccuracy of several misstatements made in the June 1, 2007 Declaration of Christopher Perry filed in support of defendant's motion to dismiss. Mr. Perry identifies himself as the President of Alexander from January 1, 1990 through January 2006.

4. Roka is a manufacturer of women's undergarments and swimwear. At all times material to the transactions between Roka and Alexander that are the subject of this case, Roka maintained its administrative office at **9487 Regency Square Blvd., N., Jacksonville, Florida** and maintained its manufacturing facility in Honduras. Although formed as a Delaware LLC, Roka has never maintained an office or manufacturing facility in Delaware and has not conducted any business in Delaware. Yet Alexander, a North Carolina limited liability limited partnership with its principal place of business in North Carolina, has sued Roka in a Delaware federal court for business transactions that have no contact whatsoever with the state of Delaware. Indeed, **these transactions took place largely in Duval County, Florida** which is where Roka initiated its suit which Alexander now seeks to dismiss for lack of personal jurisdiction.

5. In this action Roka seeks damages from Alexander in excess \$700,000 related to the failure of a large quantity of specialized liner fabric manufactured by Alexander to conform to specifications, sample and affirmation. This specialized fabric was ordered by Roka in 2004 for use in the cup lining of certain products Roka was manufacturing to fulfill a large contract with a major customer. As alleged in Roka's complaint, the liner

fabric delivered by Alexander was not fit for the purpose for which it was to be used, failed to conform to specifications, did not stretch or mold as required, and was not the same as that which Alexander had promised and submitted for testing and approval. See Roka's Complaint, ¶10.

6. Mr. Perry states in ¶ 2. of his Declaration that "Alexander had no dealings or business in the State of Florida." Alexander's own documentation contradicts this statement and shows that Alexander routinely did business with Roka at its Jacksonville, Florida location during the relevant time period. Attached to Alexander's own Complaint in the Delaware federal court action as Exhibit A are thirty-one invoices issued by Alexander in Burlington, North Carolina between December 22, 2004 through March 8, 2005. Alexander alleges that North Carolina is the state of its formation and where it has its principal place of business (Del. Comp. ¶2.) Alexander further alleges that the Alexander invoices evidence shipments of fabric Alexander shipped to Roka for which Roka allegedly owes Alexander \$152,238.55 (Del. Comp. ¶19.) One of the thirty-one Alexander invoices, No. 0023308, dated 2/11/2005, is attached here as Exhibit A. Also attached as Exhibit B is another Alexander invoice, No. 018970, dated 8/5/2004.

6. Each of the these invoices, like the other Alexander invoices *prepared by Alexander in connection with the business transactions with Roka which are the subject of the parties' disputes*, contains identical language in the relevant sections. First, in the "SOLD TO" and "SHIP TO" sections, Alexander states that the fabric for which it is seeking payment in this case was "SOLD TO ROKA APPAREL PRODUCTS, LLC, 9487 REGENCY SQUARE BLVD. N., JACKSONVILLE, FL 322250000" and "SHIP TO ROKA APPAREL PRODUCTS c/o CROWLEY LOGISTICS, INC.,

4222 JAMES E. CASEY DR. JACKSONVILLE, FL 32219.” Next, in the “Send Remittance To” section, Alexander states that payment for the fabric was to be sent by Roka to “Alexander Fabrics, P. O. Box 751597 in Charlotte, N.C.” The same information is reflected on the packing lists prepared by Alexander in connection with the goods that are the subject of this lawsuit, a sample of which is attached as Exhibit C.

7. As required by Alexander’s own invoices, Roka routinely made payments to Alexander from its Jacksonville, Florida office, from a Florida bank account maintained by Roka at a Florida bank. Attached as Exhibit D is a cancelled check from Roka to Alexander making payment for fabrics delivered to Roka in Jacksonville, Florida. The cancelled check bears Roka’s Jacksonville, Florida office address—the same Florida address found on the invoices and packing lists prepared by Alexander in the “Sold to” and “Ship to” sections.

8. Mr. Perry further makes the unsupported statement in ¶ 3. of his Declaration that “title to the fabric subject of the present dispute was transferred to Roka in the State of North Carolina upon delivery by Alexander to a delivery company in the State of North Carolina.” However, the Purchase Orders issued by Roka to Alexander in North Carolina, samples of which are attached as Exhibit E, confirm that the shipping terms for the fabric furnished by Alexander to Roka that is the subject of this action (and the action wrongly filed by Alexander in Delaware) were “Ship Via: FOB JACKSONVILLE, FL U.S.” As true with the terms of the Alexander invoices attached as Exhibits A and B, the terms of Roka’s purchase order confirms that Jacksonville, Florida was the place of destination. “FOB JACKSONVILLE, FL U.S.” means that Alexander, as seller of the fabric, was required to, and did tender delivery of the fabric to Roka in Jacksonville,

Florida, and not in North Carolina as Mr. Perry states. (See § 672.319 (1)(b), Fla. Stat. (2007)(“When the term is ‘F.O.B. the place of destination,’ the seller must at her or his own expense and risk transport the goods to that place and *there tender delivery of them* in the manner provided in this chapter...”.) (emphasis added).

9. Roka anticipated that if sued by any of its suppliers who delivered goods ordered from, delivered to, and paid by Roka in and from its Jacksonville, Florida location, that such lawsuits would take place here in Duval County. It is not unreasonable to require Alexander to address these Florida business transactions here in a Florida court. Nevertheless, Alexander initiated its suit in a distant forum, Delaware, where neither party has an office or does business, and which is highly inconvenient, since none of the witnesses or books and records are located there. Roka has moved to dismiss the Delaware federal court case for lack of federal court subject matter jurisdiction or alternatively, to stay it in favor of this case.

10. Should this Court determine that it has personal jurisdiction over Alexander, I am aware of no impediment to Alexander asserting and litigating in this case, the claims it has attempted to assert against Roka in the Delaware federal court action.

Under penalties of perjury, I state that information contained in my Affidavit is true and correct to the best of my knowledge and belief.


Larry E. Stone

REPUBLIC OF HONDURAS

COUNTY OF CORTEZ

The foregoing instrument was acknowledged before me this 27 day of June, 2007 by Larry L. Stone, who is personally known to me or who has produced Passport 141412596 as identification and who did take an oath.

 Notary Public, Republic of Honduras

Name Teodoro Godino Cubero G.

Commission No.: 6831

My Commission Expires:

EXHIBIT A

EXHIBIT B

Alexander Fabrics

POST OFFICE BOX 147
 BURLINGTON, NORTH CAROLINA 27216-0147
 TELEPHONE: 336/229-9139
 FACSIMILE: 336/228-3332

PKC OF
INVOICE

INVOICE NUMBER: 0018970

INVOICE DATE: 8/05/2004

PAGE: 1

SOLD
TO

ROKA APPAREL PRODUCTS, LLC
 5487 REGENCY SQUARE BLVD. N
 JACKSONVILLE, FL 322250000

SHIP
TO

ROKA APPAREL PRODUCTS
 C/O CROWLEY LOGISTICS, INC.
 4222 JAMES E. CASEY DR.
 JACKSONVILLE, FL 32219

BOL
 TERMS
 SHIP VIA
 SHIP DATE

0024699
 NET 50
 WIKING TRUCK
 8/05/2004

PO NUMBER R350520
 PO DATE 6/21/2004
 CONTRACT # 0007068-000
 SALESMAN DAVID BLOOM

<p>20317 0 7164 0810124W TRUE WHITE POLY 70717 ATW TRUE WHITE POLY SHADE: 10</p> <p>Send Remittance To: ALEXANDER FABRICS P.O. BOX 751597 CHARLOTTE, NC 28275</p> <p><i>Joan Thompson</i></p>	<p>0018116000002</p> <p>SUBTOTAL</p> <p>TOTAL</p>	<p>2</p>	<p>YD SY LB</p>	<p>3400.0 5666.7 1654.8</p> <p>3400.0 3400.0</p>	<p>1.700</p>	<p>5780.0 5780.0 5780.0</p>
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Continuing Guaranty Under the Flammable Fabrics Act and Textile Fiber Products Identification filed with the Federal Trade Commission.

EXHIBIT C

ALEXANDER

DATE
8/23/2004BOL NO.
0024336P.O. NO.
R350520

CARRIER: WATKINS TRUCK

ROKA APPAREL PRODUCTS
9487 REGENCY SQUARE BLVD N
JACKSONVILLE, FL 32225SOLD
TOROKA APPAREL PRODUCTS
C/O CROWLEY LOGISTICS, INC.
JACKSONVILLE, FL 32219SHIP
TO

PRODUCT		CUSTOMER PRODUCT			
70717 0 7164		08101ATW TRUE WHITE POLY 70717			
COLOR		CUSTOMER COLOR #			
ATW TRUE WHITE POLY		ATW			
BULK NUMBER	ROLL NO.	LOT #	LINEAR YARDS	GROSS WEIGHT	NET WEIGHT
	000398385	0018157000000	124.0	59.0	57.4
	000398386	0018157000000	100.0	49.0	47.4
	000398387	0018157000000	100.0	49.0	47.4
	000398389	0018157000000	100.0	49.0	47.4
	000398391	0018157000000	100.0	49.0	47.4
	000398392	0018157000000	100.0	49.0	47.4
	000398393	0018157000000	100.0	49.0	47.4
	000398394	0018157000000	100.0	49.0	47.4
	000398395	0018157000000	100.0	49.0	47.4
	000398396	0018157000000	100.0	49.0	47.4
	000398398	0018157000000	100.0	49.0	47.4
	000398399	0018157000000	100.0	49.0	47.4
	000398400	0018157000000	124.0	58.0	56.4
	000398401	0018157000000	100.0	49.0	47.4
	000398402	0018157000000	100.0	49.0	47.4
	000398404	0018157000000	100.0	49.0	47.4
	000398405	0018157000000	100.0	49.0	47.4
	000398406	0018157000000	100.0	49.0	47.4
PRODUCT TOTALS: PKGS: 18		3080.0 SO YDS.	1848.0 LN YDS.	901.0 GR. WGT.	872.2 NT. WGT.
FINAL TOTALS: PKGS: 18		3080.0 SO YDS.	1848.0 LN YDS.	901.0 GR. WGT.	872.2 NT. WGT.

Jun. 11 2007 08:47AM P7

FAX NO. :

: WJ

EXHIBIT D

BRANCH BANKING AND TRUST COMPANY
JACKSONVILLE, FLORIDA

11C
2339
63-8138/2831
18596

10/7/2004

1
ROKA APPAREL PRODUCTS, LLC.
(904)725-0024
9487 REGENCY SQUARE BLVD, N., STE. 145
JACKSONVILLE, FL 32225

**44,943.18

PAY TO THE ORDER OF Alexander Fabrics

Forty-Four Thousand Nine Hundred Forty-Three and 18/100

DOLLARS

Alexander Fabrics
P.O. Box 751597
Charlotte, NC 28275

Karm Stone

MEMO

⑈002339⑈ ⑈263191387⑈0145171563⑈

⑈0004494318⑈

Roka Apparel Products LLC
9487 Regency Square Blvd. N Suite 145
Jacksonville, FL 32225-8128
904-725-0024

BRANCH BANKING AND TRUST COMPANY
TALLAHASSEE, FL 32312
93-91382631

11C 2782

1/19/2005

\$**31,221.26

PAY TO THE ORDER OF Alexander Fabrics

⑬
Thirty-One Thousand Two Hundred Twenty-One and 26/100

DOLLARS

Alexander Fabrics
P.O. Box 751597
Charlotte, NC 28275

Karm Stone

MEMO

⑈002782⑈ ⑈263191387⑈0145171563⑈

⑈0003122126⑈

#7935
PKT083
12/12/04

0500694204

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MAGNETA HQ 50011 0210
PHILA, PA 1912004 1978
510017004

#2195
PKT083
01/24/05

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MAGNETA HQ 50011 31821
PHILA, PA 1912005 1978
511374394

EXHIBIT E

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SELEE@MANNACO.COM
PHONE# 504-670-4051

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HAMLET MANUFACTURING #2
COTTING DEPT (ROKA)
301 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

PURCHASE ORDER

Date 12/21/2004

Order Number R357927

Vend# 0032 Buyer ROKA

PLEASE SEE REVERSE FOR REGULATION INF

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due Date	At ROKA	Ship To
1		3.00000	01302	ATW			5,180.000	YARDS	01/15/2005	3	RC
			MICRODENTER NYLON TRZE WHITE								

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

PIVADO IYMA

KA APPAREL PRODUCTS
 10 TURBELL BROOK DR
 MIDDLETOWN, CT 06488

PURCHASE ORDER

Date 6/03/2004

Order Number R350521

Vendor 0032 Buyer CDUR

PLEASE SEE REVERSE FOR REGULATION INFO

Terms: 60 DAYS (FROM INVOICE DATE)

D.D.P.

Ship via: FOB JACKSONVILLE, FL U.S.

Ship to: HANLEY MANUFACTURING #2
 CUTTING DEPT (ROKA)
 201 PARQUE INDUSTRIAL
 VILLANUEVA BUILDING #17
 VILLANUEVA-C HONDURAS

EXANDER
 18 MAPLE AVENUE
 16-229-9139
 RRLINGTON, NC 27215

tn: ALISON LOPEZ

Bill to: ROKA APPAREL PRODUCTS LLC P.O. Comments
 P.O. BOX 448
 SOUTHBURY, CT 06488

L	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At Roka Date	Wk	Ship To
1	2.12000	08101 MASKING FABRIC	AUB RICH BLACK	70717	70717	7,200.000	YARDS	6/12/2004	23	RC
						7,200.000	YARDS	6/03/2004	27	RC

SPECIAL INSTRUCTIONS

If you cannot fulfill any of the above
 notify us immediately

copy 3 - Purchasing

Authorized Signature

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

ROKA APPAREL PRODUCTS, LLC,
a Delaware limited liability
company,

CASE NO: 16-2007-CA000151XXX

Plaintiff,

DIVISION: CV-E

vs.

ALEXANDER FABRICS, LLLP,
a North Carolina limited liability
limited partnership,
Defendant.

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, ROKA APPAREL PRODUCTS, LLC, a Delaware limited liability company ("ROKA" or "Plaintiff") sues ALEXANDER FABRICS, LLLP, a North Carolina corporation ("ALEXANDER" or "Defendant") and alleges as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action for damages in excess of \$15,000.00 and for equitable and related relief.
2. One or more of the causes of action accrued in Duval County, Florida.
3. Plaintiff ROKA is a limited liability company formed in Delaware, which, at all material times herein, maintained an office to transact business in Duval County Florida. ROKA is a manufacturer of women's undergarments and swimwear.
4. Defendant ALEXANDER is a limited liability limited partnership formed in North Carolina with its principal place of business in North Carolina. ALEXANDER engaged in business in the State of Florida from which the causes of action alleged herein arose, subjecting ALEXANDER to the personal jurisdiction of this Court pursuant to

§48.193 (1)(a), Fla. Stat. (2007). ALEXANDER also breached several contracts with ROKA in Florida by failing to perform acts required by the contracts to be performed in Florida, from which the causes of action alleged herein arose, subjecting ALEXANDER to the personal jurisdiction of this Court pursuant to §48.193 (1)(g), Fla. Stat. (2007). ALEXANDER engaged in substantial and not isolated activity within this state, subjecting ALEXANDER to the personal jurisdiction of this Court pursuant to §48.193 (2), Fla. Stat. (2007). ALEXANDER is a merchant engaged in the business of producing and selling specialized fabrics and related materials.

GENERAL ALLEGATIONS

5. WARNACO GROUP, INC. ("Warnaco") is a multi-brand, multi-channel apparel company with world-wide distribution. Warnaco owns and licenses a portfolio of highly recognized brand names. In 2004 ROKA entered into a contract with Warnaco to manufacture a large quantity of women's undergarments named All The Right Moves ("ATRM") (the "Warnaco Contract").

6. In April 2004 ALEXANDER provided Warnaco with sample fabric, which ALEXANDER, by affirmation and promises to Warnaco and ROKA, represented to be suitable for the purpose for which it was intended to be used. The ALEXANDER sample fabric was tested and approved by Warnaco for use as a cup liner in the ATRM products which ROKA was manufacturing to fulfill the Warnaco contract. ALEXANDER assigned to this specialized liner fabric an in-house identification Number 70717. It was identified at ROKA as Number 8101. Hereinafter the goods will be described as "the ALEXANDER Number 70717/8101 liner fabric."

7. Thereafter Warnaco instructed ROKA to place orders with ALEXANDER for the approved specialized liner fabric for use in the cup lining of the ATRM products

ROKA was manufacturing to fulfill the Warnaco contract. Over the next several months, ROKA placed multiple orders with ALEXANDER for the Number 70717/8101 liner fabric. ROKA placed these orders with ALEXANDER from ROKA's Jacksonville, Florida administrative office located at 9487 Regency Square Blvd., N. Jacksonville, Florida.

8. The Purchase Orders issued by ROKA from its Jacksonville office to ALEXANDER in North Carolina, attached collectively as Exhibit A, provided that Jacksonville, Florida was the place of destination for the goods shipped to ROKA at its Jacksonville, Florida location. The Purchase Orders provided that the shipping terms for the fabric furnished by ALEXANDER to ROKA that is the subject of this action were **"Ship Via: FOB JACKSONVILLE, FL U.S."** This means that ALEXANDER, as seller of the fabric, was required to, and did tender delivery of the fabric to ROKA in Jacksonville, Florida. (See § 672.319 (1)(b), Fla. Stat. (2007)) ("When the term is 'F.O.B. the place of destination,' the seller must at her or his own expense and risk transport the goods to that place and *there tender delivery of them* in the manner provided in this chapter...") (emphasis added). The Purchase Orders also provided that the goods were to be "billed to" ROKA at its Jacksonville, Florida office and further required that ALEXANDER was to send its invoices were to ROKA at the same location: **"9487 Regency Square Blvd, N., Jacksonville, FL 32225."**

9. ALEXANDER's own invoices, prepared by ALEXANDER in connection with the business transactions with ROKA which are the subject of this action, provide that the goods were both "sold to" and "shipped to" ROKA in Jacksonville, Florida. Specifically, the ALEXANDER invoices, a copy of one of which is attached as Exhibit B, provide in the **"SOLD TO"** and **"SHIP TO"** sections, that the fabric was **"SOLD TO ROKA APPAREL PRODUCTS, LLC, 9487 REGENCY SQUARE BLVD. N.,**

JACKSONVILLE, FL 322250000” and “SHIP TO ROKA APPAREL PRODUCTS c/o CROWLEY LOGISTICS, INC., 4222 JAMES E. CASEY DR. JACKSONVILLE, FL 32219.”

10. In the “Send Remittance To” section of ALEXANDER’s invoices to ROKA, ALEXANDER states that payment for the fabric was to be sent by ROKA to “Alexander Fabrics, P. O. Box 751597 in Charlotte, N.C.” The same information is reflected on the packing lists prepared by ALEXANDER in connection with the goods that are the subject of this action, one of which is attached as Exhibit C. ROKA complied by making payment for the fabric to ALEXANDER from ROKA’s Jacksonville, Florida office, from a Florida bank account maintained by Roka. Attached as Exhibit D are cancelled checks from Roka to Alexander making payment for fabrics delivered to Roka in Jacksonville, Florida during the relevant time frame. The cancelled checks bear Roka’s Jacksonville, Florida office address. This is the same Florida address found on the invoices and packing lists prepared by Alexander in the “Sold to” and “Ship to” sections.

11. By selling, shipping and tendering delivery of multiple orders for the ALEXANDER Number 70717/8101 liner fabric to ROKA at its Jacksonville, Florida location, over a period of several months, ALEXANDER engaged in business with ROKA in the state of Florida, engaged in substantial and not isolated business transactions with ROKA in Florida, and availed itself of the privileges of transacting business in the state of Florida. The causes of action asserted herein against ALEXANDER arose directly from those business transactions with ROKA at its Jacksonville, Florida location. These facts demonstrate sufficient predicates for this Court’s exercise of personal jurisdiction over ALEXANDER under the Florida Long Arm Statute, § 48.193 (1) (a) and (2), Fla. Stat. (2007). They also demonstrate the existence of sufficient minimum contacts between

ALEXANDER and the state of Florida for this Court to exercise personal jurisdiction over ALEXANDER in this action. *See Venetian Salami Co. v. Parthenais*, 554 So. 2d 499 (Fla. 1989).

12. At the same time ROKA placed the orders with ALEXANDER for the ALEXANDER Number 70717/8101 liner fabric, ROKA placed orders for other component fabrics it needed to manufacture the ATRM products with several other vendors at substantial cost and expense to ROKA. ALEXANDER knew that ROKA would be placing such orders.

13. At the time ROKA accepted delivery of the ALEXANDER Number 70717/8101 liner fabric tendered to ROKA "**F.O.B. Jacksonville, Florida**," it was not aware of its nonconformity, nor was it possible for ROKA to have discovered the nonconformity before acceptance. Additionally ROKA was induced to accept the goods by ALEXANDER's assurances that the liner fabric was as ordered and promised.

14. Between April and early August 2004 ROKA produced large quantities of ATRM products, lining the cups with the ALEXANDER Number 70717/8101 liner fabric delivered by ALEXANDER to ROKA "**F.O.B. Jacksonville, Florida**."

15. In early August, 2004 Warnaco notified ROKA that the ATRM products ROKA had manufactured with the ALEXANDER Number 70717/8101 liner fabric were not performing due to the failure of the ALEXANDER Number 70717/8101 liner fabric to perform according to specifications and that it was not in conformity with the sample and affirmations provided by ALEXANDER. In particular the ALEXANDER Number 70717/8101 liner fabric did not stretch or mold as required and had both a different fabric content and appearance than ALEXANDER's affirmations and the sample provided and approved. ROKA promptly notified ALEXANDER of the nonconformity.

16. Both Warnaco and ROKA promptly notified ALEXANDER, upon discovery of the nonconformity, that the ALEXANDER Number 70717/8101 liner fabric shipped to ROKA failed to conform to specifications and was not the same as that ALEXANDER had promised and had submitted to Warnaco for testing and approval.

17. Efforts to resolve the issues with ALEXANDER regarding the ALEXANDER Number 70717/8101 liner fabric failed and in early October 2004, Warnaco instructed ROKA to cease using the ALEXANDER Number 70717/8101 liner fabric in manufacturing the ATRM products.

18. At that point in time ROKA was forced to destroy over \$40,000 of ATRM garments already laminated and cut which contained the ALEXANDER Number 70717/8101 liner fabric. In addition, ROKA then had in inventory over 100,000 yards of the ALEXANDER Number 70717/8101 liner fabric which ROKA had ordered to fulfill the Warnaco contract.

19. ROKA notified ALEXANDER within a reasonable time after acceptance of the ALEXANDER Number 70717/8101 liner fabric that it was rejecting and revoking the acceptance of the goods delivered due to their nonconformity, demanding credit for payments already made, and returning the unused ALEXANDER Number 70717/8101 liner fabric.

20. ROKA also sought instructions from ALEXANDER as to the return of the 100,000 yards ROKA had at its warehouse at the time.

21. ALEXANDER refused to provide ROKA a credit and also refused to provide ROKA a return authorization number. Instead ALEXANDER continued to ship goods to ROKA and notified ROKA not to return the ALEXANDER Number 70717/8101 liner fabric, telling ROKA that it would refuse any attempt by ROKA to return the goods.

Thereafter ROKA ceased making payments to ALEXANDER on invoices related to purchase orders dated from late 2004 into early 2005.

22. Despite commercially reasonable efforts by ROKA to find other uses for the ALEXANDER Number 70717/8101 liner fabric in its inventory, it has been unable to do so with the exception of a few thousand yards.

23. At the time of the filing of this suit, ROKA's current inventory of the non-conforming and defective ALEXANDER Number 70717/8101 liner fabric is approximately of 83,229 yards with a delivered cost of \$166,480.

24. As a result of ALEXANDER's failure to deliver the fabric ordered according to specifications and affirmations, and the failure of the ALEXANDER Number 70717/8101 liner fabric to conform to its intended use, of which ALEXANDER was aware at the time ROKA placed its orders, ROKA had approximately 14,000 dozens of open orders or forecasted orders cancelled.

25. This loss of business, involving substantial quantities of the other materials ROKA had purchased and which were in its inventory to complete the ATRM garments, created additional and foreseeable consequential and incidental damages to ROKA in excess of \$700,000.

26. The nonconformity of the ALEXANDER Number 70717/8101 liner fabric substantially impaired the value of the fabric to ROKA because it could not use it to produce the ATRM products for which it was intended; it also could not use component materials ordered to manufacture the ATRM garments; it was forced to destroy ATRM products already produced with the defective ALEXANDER fabric; and it resulted in the cancellation of orders and the loss of business and goodwill.

27. ROKA has at all relevant times had an advantageous business relationship with Warnaco which is one of ROKA's most important customers.

28. At all relevant times, ALEXANDER had knowledge of ROKA's advantageous business relationships with Warnaco and ALEXANDER knew that the ALEXANDER Number 70717/8101 liner fabric ordered by ROKA was intended for use in products ROKA was manufacturing for and to the specifications of Warnaco. ALEXANDER also knew that ROKA would be purchasing other component fabrics and trim at substantial cost to manufacture the ATRM products and that the merchantability and success of the garments depended on the proper functioning of the ALEXANDER Number 70717/8101 liner fabric which was an integral and essential part of each finished ATRM garment manufactured by ROKA.

29. ALEXANDER's failure to deliver conforming goods to ROKA that met the specifications ordered by ROKA and required by Warnaco resulted in Warnaco's refusal to accept goods manufactured by ROKA with ALEXANDER's defective product and further resulted in Warnaco's cancellation of substantial orders it had placed with ROKA, causing substantial damage to Plaintiff, including loss of anticipated profits, and impairment of goodwill with one of ROKA's major customers.

30. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

31. ROKA is not required to elect between revocation of acceptance and recovery of damages for breach. Both are available to ROKA. *See* §672.608, Fla. Stat. (2007).

32. ROKA's timely revocation provides ROKA with the same rights and duties with regard to the ALEXANDER Number 70717/8101 liner fabric as if ROKA had rejected it. *See* §672.608, Fla. Stat. (2007) and §672.607, Fla. Stat. (2007).

**COUNT I
BREACH OF CONTRACT**

33. Plaintiff realleges in this count the allegations set forth hereinabove in paragraphs 1 through 32.

34. ROKA and ALEXANDER entered into a series of contracts for the purchase and delivery of ALEXANDER Number 70717/8101 liner fabric. Copies of the Purchase Orders are attached as Exhibit A and their terms are incorporated by reference. The fabric delivered to ROKA by ALEXANDER was defective, failed to conform to specifications and affirmations of ALEXANDER, and did not perform for its intended use. As a direct result of this material breach by ALEXANDER, there was a total failure of consideration and ROKA has sustained, and continues to sustain economic damages.

35. ALEXANDER breached several contracts with ROKA in Florida by failing to perform acts required by the contracts to be performed in Florida, from which the causes of action alleged herein arose, subjecting ALEXANDER to the personal jurisdiction of this Court pursuant to §48.193 (1)(g), Fla. Stat. (2007).

36. ROKA is entitled to damages including the losses resulting in the ordinary course of events from ALEXANDER's breach determined in any manner which is reasonable. *See* §672.714, Fla. Stat. (2007). ROKA is also entitled to incidental and consequential damages resulting from ALEXANDER's breach. *See* §672.715, Fla. Stat. (2007).

37. As a further result of the total failure of consideration, ALEXANDER's failure of performance, and other misconduct described above, ROKA has incurred and will continue to incur additional costs and expenses, including reasonable attorney's fees.

WHEREFORE, ROKA demands judgment in its favor, together with an award of costs, pre-judgment interest, and all such other and additional relief as this Court may deem just and proper including reasonable attorney's fees.

**COUNT II
BREACH OF EXPRESS WARRANTIES**

38. Plaintiff realleges in this count the allegations set forth hereinabove in paragraphs 1 through 37.

39. ALEXANDER created express warranties by affirmation, promise, description and sample provided by ALEXANDER to both Warnaco and ROKA that the ALEXANDER Number 70717/8101 liner fabric would perform for its intended use as a cup liner for the ATRM products and would conform to the express warranties.

40. The goods delivered to ROKA by ALEXANDER breached the express warranties created by ALEXANDER. Among other things, the ALEXANDER Number 70717/8101 liner fabric was not fit for the purpose for which it was to be used, failed to conform to specifications, did not stretch or mold as required, and was not the same as that ALEXANDER had promised and had submitted to Warnaco for testing and approval.

41. ROKA is entitled to damages resulting from ALEXANDER's breach of warranty measured by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount. *See*

§672.714, Fla. Stat. (2007). ROKA is also entitled to incidental and consequential damages resulting from ALEXANDER's breach. See §672.715, Fla. Stat. (2007).

42. As a further result of ALEXANDER's breach of express warranties and other misconduct described herein, ROKA has incurred and will continue to incur additional costs and expenses, including reasonable attorney's fees.

WHEREFORE, ROKA demands judgment in its favor, together with an award of costs, pre-judgment interest, and all such other and additional relief as this Court may deem just and proper, including reasonable attorney's fees.

COUNT III BREACH OF IMPLIED WARRANTIES

43. Plaintiff realleges in this count the allegations set forth hereinabove in paragraphs 1 through 42.

44. A warranty that the ALEXANDER Number 70717/8101 liner fabric ordered by ROKA and delivered by ALEXANDER be merchantable is implied in each of the contracts entered into between ROKA and ALEXANDER for the purchase of the ALEXANDER Number 70717/8101 liner fabric.

45. The ALEXANDER Number 70717/8101 goods delivered to ROKA were not merchantable. Among other things, the ALEXANDER Number 70717/8101 liner fabric was not fit for the purpose for which it was to be used and did not conform to specifications, affirmations by ALEXANDER nor the sample provided.

46. ROKA is entitled to damages resulting from ALEXANDER's breach of warranty measured by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount. See

§672.714, Fla. Stat. (2007). ROKA is also entitled to incidental and consequential damages resulting from ALEXANDER's breach. See §672.715, Fla. Stat. (2007).

47. As a further result of ALEXANDER's breach of implied warranties and other misconduct described herein, ROKA has incurred and will continue to incur additional costs and expenses, including reasonable attorney's fees.

WHEREFORE, ROKA demands judgment in its favor, together with an award of costs, pre-judgment interest, and all such other and additional relief as this Court may deem just and proper including reasonable attorney's fees.

COUNT IV REVOCATION OF ACCEPTANCE

48. Plaintiff realleges in this count the allegations set forth hereinabove in paragraphs 1 through 47.

49. At the time ROKA accepted delivery of the ALEXANDER Number 70717/8101 liner fabric tendered to ROKA "F.O.B. Jacksonville, Florida," it was not aware of its nonconformity, nor was it possible for ROKA to have discovered the nonconformity before acceptance. Additionally ROKA was induced to accept the goods by ALEXANDER's assurances that the liner fabric was as ordered and promised.

50. The nonconformity of the ALEXANDER Number 70717/8101 liner fabric substantially impaired the value of the fabric to ROKA because it could not use it to produce the ATRM products for which it was intended; it also could not use component materials ordered to manufacture the ATRM garments; it was forced to destroy ATRM products already produced with the defective ALEXANDER fabric; and it resulted in the cancellation of orders and the loss of business and goodwill.

51. ROKA notified ALEXANDER within a reasonable time after acceptance of the ALEXANDER Number 70717/8101 liner fabric that it was rejecting and revoking the acceptance of the goods delivered due to their nonconformity, demanding credit for payments already made, and returning the unused ALEXANDER Number 70717/8101 liner fabric.

52. ROKA is entitled to damages including the losses resulting in the ordinary course of events from ALEXANDER's breach determined in any manner which is reasonable. See §672.714, Fla. Stat. (2007). ROKA is also entitled to incidental and consequential damages resulting from ALEXANDER's breach. See §672.715, Fla. Stat. (2007).

WHEREFORE, ROKA demands judgment in its favor, together with an award of costs, pre-judgment interest, and all such other and additional relief as this Court may deem just and proper including reasonable attorney's fees.

DEMAND FOR JURY TRIAL

Pursuant to Florida Rule of Civil Procedure 1.430, ROKA demands a trial by jury of all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of July, 2007, a copy of the foregoing was furnished by facsimile and U.S. Mail to Patrick P. Coll, Esq., The Bedell Building, 101 East Adams Street, Jacksonville, Florida 32202.

By: 

BARBARA SLOTT PEGG

Florida Bar No. 275352

New York Bar No. 2140468

316 Sea Moss Lane

Ponte Vedra Beach, Florida 32082

Telephone No. (904) 285-8100

Facsimile No. (904) 285-8890

ATTORNEY FOR PLAINTIFF

EXHIBIT A

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIOM-FEN LEE
EMAIL: SPLEESWARRACO.COM
PHONE# 504-870-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

ALEXANDER
1719 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

SHIP Via: FOB JACKSONVILLE, FL U.S.
SHIP To: HANLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
FOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

BILL To: ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225
P.O. Comments

Date
06/09/2004

Order Number
R350520

Vend#
0032

Buyer
CDOR

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description Mill Color	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.7000	08101 MASKING FABRIC	ATW TRUE WHITE	70717	70717	10,000.000 10,000.000	YARDS YARDS	06/12/2004 07/05/2004	23 27
									RC RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SELEE@WARNACO.COM
PHONE# 504-670-4051

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ALEXANDER
1718 MAPLE AVENUE
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BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

ship via: FOB JACKSONVILLE, FL U.S.

ship to:
RC -

HAMLET MANUFACTURING #2
COTTING DEPT (ROKA)
ZOLT PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill to:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

FURNISHED UNDER

Date
06/09/2004

Order Number
R350520

Vend# 0032 Buyer
CDOR

PLEASE SEE REVERSE FOR REGULATION INFO

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due Date	Ship To
1		1.70000	08101	ATW			20,000.000	YARDS	08/06/2004	34 RC
			MASKING FABRIC	TRUE WHITE						

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CONTACT: SHION-FEN LEE
EMAIL: SLEE@WARRNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MARIE AVENUE
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BURLINGTON, NC 27215

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANDEVA BUILDING #17
VILLANDEVA-C HONDURAS

Attn: ALISON LOPEZ

Bill To:

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TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
06/09/2004

Order Number
R350521

Vend#
0032

Buyer
CDOR

PLEASE SEE REVERSE FOR REGULATION INFO

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA	Ship To
1		2.12000	08101 MASKING FABRIC	AUB RICH BLACK			14,400.000	YARDS	08/20/2004	34 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SELLEBARNAO.COM
PHONE: 504-870-4051

ALEXANDER
1719 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

Ship Via: BOB JACKSONVILLE, FL U.S.

Ship To: HANLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date 06/09/2004 Order Number R350521 Vend# 0032 Buyer CDUR
PLEASE SEE REVERSE FOR REGULATION INFO

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA	Wk	Ship To
1	2.12000	08101 MASKING FABRIC	AUB RICH BLACK	70717	70717	7,200.000	YARDS	06/12/2004	23	RC
						7,200.000	YARDS	07/05/2004	27	RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the Flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PROE LLC
VILLANUEVA, CORCONDORAS
CONTACT: SHION-LEE
EMAIL: SFL@RAD.COM
PHONE# 504-670-1

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 5

Attn: ALISON LOE

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

SHIP VIA: FOB JACKSONVILLE, FL U.S.

SHIP TO: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

BILL TO:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
06/10/2004

Order Number
R350687

Vend# 0032
Buyer CDDR

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Wtd	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	101	ATN			600,000	YARDS	07/19/2004	30
		SKING FABRIC	TRUL WHITE						RC

SPECIAL INSTRUCT

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
fibre products I.D.'s must be made on all invoices.

If you cannot ful any of the above
Notify US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIOW-FEN LEE
EMAIL: SILEE@WANNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

ship via: FOB JACKSONVILLE, FL U.S.

ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Attn: ALISON LOPEZ

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments

SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	2.12000	08101 MASKING FABRIC	ADB RICH BLACK			600.000	YARDS	07/19/2004	36 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all Invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

Date
06/10/2004

Order Number
R350688

Vend#
0032

Buyer
CDUR

PLEASE SEE REVERSE FOR REGULATION INF

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIOM-FEN LEE
EMAIL: SLEE@WARRACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

shlp via: FOB JACKSONVILLE, FL U.S.

shlp to: HAMLET MANUFACTURING #2
COTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDORAS

Bill to:

ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
3487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

Date
06/30/2004

Order Number
R352197

Vend#
0032

Buyer
JFER

PLEASE SEE REVERSE FOR REGULATION INF

L N #	Price	Fabric	Color	Mill Number	Mill Description Mill Color	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	08101 MASKING FABRIC	GCQ POWDER PINK			60.000	YARDS	08/13/2004	33 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225.

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments,
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHLOM-FEN IEE
EMAIL: SFIEE@WARMACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.
Ship Via: FOB JACKSONVILLE, FL U.S.
Ship To: HAMLET MANUFACTURING #2
KC - CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS
Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

Date
06/30/2004

Order Number
R352168

Vend#
0032

Buyer
CDUR

PLEASE SEE REVERSE FOR REGULATION INF

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1		1.70000	08101 MASKING FABRIC	ATW TRUE WHITE			14,318.000	YARDS	08/15/2004	34 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: STLEE@WARNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

ship Via: FOB JACKSONVILLE, FL U.S.

ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLT PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
07/02/2004

Order Number
R352286

Vend#
0032

Buyer
JFER

PLEASE SEE REVERSE FOR REGULATION INF

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1		1.90000	08101 MASKING FABRIC	WWJ			600.000	YARDS	08/09/2004	33 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SFE@WARNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

ship Via: FOB JACKSONVILLE, FL U.S.

ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

Date
07/07/2004

Order Number
R352375

Vend#
0032

Buyer
JFER

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.90000	08101 MASKING FABRIC	X16 INFINITY			950.000	YARDS	08/16/2004	34 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the Flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SFLEES@WARNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

D.D.P.

ship via: FOB JACKSONVILLE, FL U.S.

ship to: HANLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Attn: ALISON LOPEZ

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments

SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

Date
07/07/2004

Order Number
R352374

Vend# 0032
Buyer JFER

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.90000	08101 MASKING FABRIC	WNU WARM TAUPE			600,000	YARDS	08/16/2004	34 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

FROM :

FAX NO. :

Jul. 13 2007 12:34PM P1

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEM LEE
EMAIL: SELLER@RANACO.COM
PHONE# 504-670-6051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

SHIP VIA: BOB JACKSONVILLE, FL U.S.

SHIP TO:
RC -

HARLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Attn: ALISON LOPEZ

BILL TO:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
07/07/2004Order Number
R352372Vend# 0032
Buyer JFER

PLEASE SEE REVERSE FOR REGULATION INFO

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Wk	SHIP TO
1	1.70000	08101 MASKING FABRIC	AIY IVORY			400.000	YARDS	08/16/2004	34	RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all Invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

FROM :

FAX NO. :

Jul. 13 2007 12:36PM P6

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SILEGGHARACO.COM
PHONE: 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MARLE AVENUE
336-229-8139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.O.P.

ship via: FOB JACKSONVILLE, FL U.S.

ship to: HANLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
2011 PRQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To: ROKA APPAREL PRODUCTS LLC

SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
07/07/2004Order Number
R352372Vend# Buyer
0032 CDR

PLEASE SEE REVERSE FOR REGULATION INFO

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.7000	08101 MARKING FABRIC	NAV IVORY	70717	70717	400.000	YARDS	08/16/2004	32 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIGW-FEN LEE
EMAIL: SLEE@WARMACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
08/23/2004

Order Number
R354045

Vend# 0032
Buyer CDOR

PLEASE SEE REVERSE FOR REGULATION INF

L #	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	08101 MASKING FABRIC	ATW TRUE WHITE			6,231.000	YARDS	08/24/2004	35 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

Jul. 13 2007 12:37PM P7

FAX NO. :

ROM :

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-PEN IER
EMAIL: SILESIABRACO.COM
PHONE# 504-678-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

ALEXANDER
1718 NEPHE AVENUE
336-229-3139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

SHIP VIA: FOB JACKSONVILLE, FL U.S.
SHIP TO: HANLEY MANUFACTURING #2
RC - COTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

BILL TO: ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
08/23/2004Order Number
R354030Vend#
0032Buyer
CDOR

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	08101 MASKING FABRIC	ATW TRUE WHITE			6,318.000	YARDS	08/24/2004	35 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

FROM :

FAX NO. :

Jul. 13 2007 12:37PM FR

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: SLEIGH@RNAC.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

SHIP VIA: FOB JACKSONVILLE, FL U.S.

SHIP TO: HANLEY MANUFACTURING #2
COTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

ALEXANDER
1718 MAPLE AVENUE
336-228-9139
BURLINGTON, NC 27215
Attn: ALISON LOPEZ

BILL TO:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
08/23/2004Order Number
R354045Vend#
0032Buyer
CDDR

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	08101 MASKING FABRIC	ATM TRUE WHITE			6,231.000	YARDS	08/24/2004	35 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

*All Invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
fibre products I.D.'s must be made on all Invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROM :

FAX NO. :

Jul. 13 2007 12:35PM P3

A APPAREL PRODUCTS LLC
LANUEVA, CORTES HONDURAS
FACT: SHION-FEN LEE
TEL: SPLE@HARRACO.COM
NE# 504-670-4031

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

SHIP VIA: FOB JACKSONVILLE, FL U.S.

SHIP TO: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
BOLA PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

MR ALISON LOPEZ

BILL TO:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
08/23/2004Order Number
R354030Vend# 0032 Buyer
CDUR

PLEASE SEE REVERSE FOR REGULATION INF

LN	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Wk	Ship To
1	1.70000	08101	ATW			6,318,000	YARDS	08/24/2004	35	RC
		MASKING FABRIC	TRUS WHITE							

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

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ROKA's number and purchase order number
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*If goods do not meet ROKA specification and inspection,
Reserve the right to return such goods for full credit.
*Continuing quantity under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

~ You cannot fulfill any of the above
OFTEN US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

RDM : FAX NO. : Jul. 13 2007 12:38PM P9

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FEN LEE
EMAIL: STEE@RPNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
201 PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Attn: ALISON LOPEZ

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

L	N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due Date	Ship To
1		1.70000	08101 MASKING FABRIC	ATW TRUE WHITE			11,003.000	YARDS	09/03/2004	36 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

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Reserve the right to return such goods for full credit.
*Continuing guaranty under the Flammable Fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

Date 09/02/2004 Order Number R354400 Vend# 0032 Buyer CPUR

PLEASE SEE REVERSE FOR REGULATION INFO

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIOM-FEN LEE
EMAIL: SLEE@WARNACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HANLEY MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARQUE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Attn: ALISON LOPEZ

Bill To: ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

Date
09/02/2004

Order Number
R354401

Vend# 0032
Buyer CDUR

PLEASE SEE REVERSE FOR REGULATION INF

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	2.12000	08101 MASKING FABRIC	AUB RICH BLACK			2,581,000	YARDS	09/04/2004	WX RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

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If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHION-FER LEE
EMAIL: SFE@WARWACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

Ship Via: FOB JACKSONVILLE, FL U.S.

Ship To: HAMLET MANUFACTURING #2
CUTTING DEPT (ROKA)
ZOLI PARCOE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To: ROKA APPAREL PRODUCTS LLC P.O. Comments
SUITE 145
9487 REGENCY SQUARE BLV N
JACKSONVILLE, FL 32225

9487 REGENCY SQUARE BLV N
JACKSONVILLE, FL 32225

L N	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.70000	08101 MASKING FABRIC	XP3 PASSION PURPLE			100.000	YARDS	10/18/2004	43 RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
JACKSONVILLE, FL 32225

*All invoices, packing lists, cartons and labels must show
ROKA's number and purchase order number
*Packing lists must be included with all shipments.
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Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.C.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized signature

Date
10/05/2004

Order Number
R355632

Vend#
0032

Buyer
EPEB

PLEASE SEE REVERSE FOR REGULATION INF

ROKA APPAREL PRODUCTS LLC
VILLANUEVA, CORTES HONDURAS
CONTACT: SHIOW-TEN LEE
EMAIL: SELEE@WARRACO.COM
PHONE# 504-670-4051

TERMS: 60 DAYS (FROM INVOICE DATE)

ALEXANDER
1718 MAPLE AVENUE
336-229-9139
BURLINGTON, NC 27215

Attn: ALISON LOPEZ

D.D.P.

ship Via: FOB JACKSONVILLE, FL U.S.
ship To: HAMLET MANUFACTURING #2
RC - CUTTING DEPT (ROKA)
ZOLI PARADE INDUSTRIAL
VILLANUEVA BUILDING #17
VILLANUEVA-C HONDURAS

Bill To:

ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

P.O. Comments

FURNISH ORDER

Date
10/06/2004

Order Number
R355632

Vend# 0032
Buyer EREN

PLEASE SEE REVERSE FOR REGULATION INF

I N #	Price	Fabric	Color	Mill Number	Mill Description	Order Qty	Unit Meas.	Due At ROKA Date	Ship To
1	1.90000	08101 MASKING FABRIC	WWT WARM TAUPE			900.000	YARDS	11/05/2004	45 WK RC

SPECIAL INSTRUCTIONS

Send Invoices to:
ROKA APPAREL PRODUCTS LLC
SUITE 145
9487 REGENCY SQUARE BLV N
TEL: 904 725 0024
JACKSONVILLE, FL 32225

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ROKA's number and purchase order number
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Reserve the right to return such goods for full credit.
*Continuing guaranty under the flammable fabrics and textile
Fibre products I.D.'s must be made on all invoices.

If you cannot fulfill any of the above
NOTIFY US IMMEDIATELY

COPY 1 - Vendor Copy

Authorized Signature

EXHIBIT B

Alexander Fabrics

POST OFFICE BOX 147
 BURLINGTON, NORTH CAROLINA 27216-0147
 TELEPHONE: 336/229-9139
 FACSIMILE: 336/228-3332

PROOF
INVOICE

INVOICE NUMBER: 0018970

INVOICE DATE: 8/05/2004

PAGE: 1

SENT
 TO

ROSA APPAREL PRODUCTS, INC.
 1427 RESERVATION SQUARE BLVD. N
 JACKSONVILLE, FL 32225-0000

SHIP
 TO

ROSA APPAREL PRODUCTS
 C/O CROWLEY LOGISTICS, INC.
 4222 JAMES E. CAGNEY DR.
 JACKSONVILLE, FL 32219

BOL
 TERMS
 SHIP VIA
 SHIP DATE

0024599
 NET 60
 WATKINS TRUCK
 8/05/2004

PO NUMBER H350520
 PO DATE 6/21/2004
 CONTRACT# 0007068-000
 SALESMAN DAVID ELOOM

<p>7164 00101217 0 00101217W TRUE WHITE POLY 70717 ATW TRUE WHITE POLY SHADE: 10</p> <p>Send Remittance To: ALEXANDER FABRICS P.O. BOX 751597 CHARLOTTE, NC 28275</p> <p><i>Joan Thompson</i></p>	<p>00181160000002</p> <p>SUBTOTAL</p> <p>TOTAL</p>	<p>2</p>	<p>YD SY LB</p>	<p>3400.0 5666.7 1654.8</p> <p>3400.0</p> <p>3400.0</p>	<p>1.700</p>	<p>5780.</p> <p>5780</p> <p>5780</p>
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Continuing Guaranty Under the Flammable Fabrics Act and Textile Fiber Products Identification filed with the Federal Trade Commission

EXHIBIT C

Alexander Fabrics

DATE
7/23/2004ROLL NO.
0024336P.O. NO.
R350520

CARRIER. WATKINS TRUCK

ROKA APPAREL PRODUCTS
9487 REGENCY SQUARE BLVD N
JACKSONVILLE, FL 32225ROKA APPAREL PRODUCTS
C/O GUNTER LOGISTICS, INC.
JACKSONVILLE, FL 32219

PRODUCT		CUSTOMER PRODUCT			
70717.0 7164		08101ATW TRUE WHITE POLY 70717			
COLOR		CUSTOMER COLOR #			
ATW TRUE WHITE POLY		ATW			
BULK NUMBER	ROLL NO.	LOT #	LINEAR YARDS	GROSS WEIGHT	NET WEIGHT
	000398385	0018157000000	124.0	59.0	57.4
	000398386	0018157000000	100.0	49.0	47.4
	000398387	0018157000000	100.0	49.0	47.4
	000398389	0018157000000	100.0	49.0	47.4
	000398391	0018157000000	100.0	49.0	47.4
	000398392	0018157000000	100.0	49.0	47.4
	000398393	0018157000000	100.0	49.0	47.4
	000398394	0018157000000	100.0	49.0	47.4
	000398395	0018157000000	100.0	49.0	47.4
	000398396	0018157000000	100.0	49.0	47.4
	000398398	0018157000000	100.0	49.0	47.4
	000398399	0018157000000	100.0	49.0	47.4
	000398400	0018157000000	124.0	58.0	56.4
	000398401	0018157000000	100.0	49.0	47.4
	000398402	0018157000000	100.0	49.0	47.4
	000398404	0018157000000	100.0	49.0	47.4
	000398405	0018157000000	100.0	49.0	47.4
	000398406	0018157000000	100.0	49.0	47.4
PRODUCT TOTALS: PKGS: 18		3080.0 SQ YDS.	1848.0 LN YDS.	901.0 GR.WGT.	872.2 NT.WGT.
FINAL TOTALS: PKGS: 18		3080.0 SQ YDS.	1848.0 LN YDS.	901.0 GR.WGT.	872.2 NT.WGT.

EXHIBIT D

BRANCH BANKING AND TRUST COMPANY
JACKSONVILLE, FLORIDA

11C
2339
10/12/2001
1500

ROKA APPAREL PRODUCTS, LLC
9457 REGENCY SQUARE BLVD., N. STE 145
JACKSONVILLE, FL 32225

10/7/2004

\$44,943.18

PAY TO THE ORDER OF Alexander Fabrics

Forty Four Thousand Nine Hundred Forty-Three and 18/100

DOLLARS

Alexander Fabrics
P.O. Box 751597
Charlotte, NC 28275

Karen Stone

0004494318

MEMO

002339 26319138700145171563

ROKA Apparel Products, LLC
9457 ReGENCY Square Blvd., N. Ste 145
Jacksonville, FL 32225-4125
904-725-0124

BRANCH BANKING AND TRUST COMPANY
JACKSONVILLE, FL 32212
904-725-2531

11C 2782

1/19/2005

\$31,221.26

PAY TO THE ORDER OF Alexander Fabrics

Thirty-One Thousand Two Hundred Twenty-One and 26/100

DOLLARS

Alexander Fabrics
P.O. Box 751597
Charlotte, NC 28275

Karen Stone

MEMO

002782 26319138700145171563

0003122126

4128
PK1893
07/24/03
0600001204

0600001204

0600000114
WASHINGTON WA 98011 31821
PUNA, PA 1512005 197
0600001204

4128
PK1893
07/24/03
0700001207

0700001207

06010000114
WASHINGTON WA 98011 31821
PUNA, PA 1512005 197
06010000114